

## **SUPPLEMENTAL REMARKS/ARGUMENTS**

### **Interview Summary**

Applicant thanks the Examiner for the interview conducted on Wednesday, September 26, 2007. During the interview, claim 1 was discussed and the limitations Applicant believes distinguish the application over the references cited by the Examiner in the April 6, 2007 Office Action. No agreements were made as Examiner Kang is still reviewing the latest Response to Office Action filed on August 6, 2007. However, Examiner Kang agreed that Applicant may submit a Supplemental Amendment to the August 6, 2007 Response. Additionally, Applicant made Examiner Kang aware of a First Chinese Office Action, dated June 8, 2007, that was received on a related Chinese application and Applicant agreed to file an Information Disclosure Statement for any material information disclosed in the First Chinese Office Action.

### **Remarks Regarding this Supplemental Response**

According to MPEP section 714.03(a), a supplement to a reply may be filed if the supplemental reply is clearly limited to: “(A) Cancellation of a claim(s); (B) Adoption of the examiner suggestions(s); (C) Placement of the application in condition for allowance; (D) Reply to an Office requirement made after the first reply was filed; (E) Correction of informalities (e.g., typographical errors); or (F) Simplification of issues for appeal.” MPEP § 714.03(a). In light of the Chinese Office Action, and the comments by Examiner Kang, Applicant seeks to cancel certain claims, make corrections to other claims, and to place the application in a condition for allowance. Reconsideration of these rejections, as they might apply to the original and amended claims in view of these remarks, is respectfully requested.

In this Supplemental Response, claims 1, 2, 10-14, 16, 18-20, 23-24, 26-28, 30-32, 36, 38-40, 42, 47, 49-53, 55-58, 62-66, 68-70 have been amended; claims 3-9, 15, 17, 21, 25, 29, 33-35, 37, 41, 43, 54, 59, 61, and 67 have been cancelled; and no claims have been added.

### **Remarks Regarding Claim Rejections – 35 U.S.C. § 103 – In Light of Currently Amended Claims**

Claims 1-4, 6-23, 25-28, 30-40, and 42-70 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Leovac (U.S. Pat. 6,668,375), in view of Hargrove (U.S. Pub.

2003/0037325). Claims 1, 2, 10-14, 16, 18-20, 23, 26-28, 30-32, 36, 38-40, 42, 47, 49-53, 55-58, 62-66, 68-70 have been amended and claims 3-9, 15, 17, 21, 25, 29, 33-35, 37, 41, 43, 54, 59, 61, and 67 have been cancelled.

Applicant maintains its traversal of the § 103(a) rejections as outlined in the August 6 Response. The references Leovac and Hargrove fail to teach or suggest all of the claimed limitations; particularly, “packaging one of the two or more storage media in a distribution package, wherein the distribution package is associated with only one of the software products and is marked with an associated product key and branding information” and providing “a lookup table, the lookup table associating each different one of the software products with a different product key and different branding information,” as recited in claim 1.

As previously stated, Leovac recites a “system and corresponding method for unlocking options in already installed software.” (Leovac, Abstract). The Leovac method allows for “unlocking” options as customers desire and pay for them in addition to the original basic-build software already installed. (*Id.*) The Leovac method addresses the problem of preventing customers from accessing options they have not paid for by creating a security “key” through a “secure hash algorithm” which is then provided to the customer. (Leovac, col. 3, ll. 39-53). Leovac, however, does not teach or suggest incorporating the packaging with customer distribution of various software products, such as “packaging one of the two or more storage media in a distribution package, wherein the distribution package is associated with only one of the software products and is marked with an associated product key and branding information” and providing “a lookup table, the lookup table associating each different one of the software products with a different product key and different branding information,” as recited in claim 1. These claimed limitations address the separate problem of providing “for efficient distribution of related software products . . . [where the] software developer need only develop one set of storage media for the software product, rather than create and inventory a separate and distinct storage media for each version of the software product.” (Specification, p. 5, ll. 20-21, 25-27).

Hargrove discloses a system and methods relating to “automatically” installing a correct software version where the operating systems and localized language requirements may differ from computer to computer. (Hargrove, Abstract). The Hargrove reference addresses the problem of installing a version of software compatible with a computer’s operating system and localized language without requiring the user to prompt and direct the installation. Again, the

Hargrove reference does not teach or suggest incorporating a packaging limitation with customer distribution, including “packaging one of the two or more storage media in a distribution package, wherein the distribution package is associated with only one of the software products and is marked with an associated product key and branding information” and providing “a lookup table, the lookup table associating each different one of the software products with a different product key and different branding information,” as recited in claim 1.

**Packaging Limitation:**

Applicant notes that the Examiner did not previously address the packaging limitation which requires “packaging one of the two or more storage media in a distribution package, wherein the distribution package is associated with only one of the software products and is marked with an associated product key and branding information,” as recited in claim 1. In the rejection, the Examiner cited Leovac (“If the keys match, the installation module unlocks the options requested . . . the requested options form a file of options . . . on the installation medium . . . onto the customer system as installed options . . . and it eliminates from the customer system any exclusions,” col.3 lines 53-65; Examiner’s Detailed Action, p. 8). The keys discussed in the Leovac reference are created and passed on to the customer via a customer service system. (Leovac, col. 1, ll. 46-57). In fact, packaging has no impact upon whether the customer receives the proper key or the proper software. Applicant traverses this rejection because the Leovac reference does not teach or suggest a packaging limitation.

In addition to independent claim 1, the independent claims 10 (“wherein the product key information is located on packaging, and wherein each different version of the software application is packaged in unique packaging”), 30 (“packaging at least one of the plurality of storage media in at least one of a plurality of different distribution packages, wherein each distribution package is associated with only one of the different versions of the software application and is marked with associated product key information and branding information”), and 42 (“wherein each version of the software application is packaged in different packaging, and wherein the different product key is located on the different packaging”) recite similar packaging limitations and, for at least the reasons noted above, should be allowable over both the Leovac and Hargrove references.

**Lookup Table:**

The Office Action did not address the limitation requiring “a lookup table, the lookup table associating each different one of the software products with a different product key and different branding information,” as recited in claim 1. In the rejection, the Examiner cited Leovac (“secure hash algorithm,” col. 3 lines 35-52; Examiner’s Detailed Action, p. 6). However, the Leovac reference describes a secure hash algorithm that is used to compute a key “of constant length (160 bits) for a message of a length less than  $2^{64}$  bits” to be sent to the customer of a valid “alteration request.” (Leovac, col. 3, lines 36-46). The secure hash algorithm described in the Leovac reference does not act to associate the differing features of a particular version, i.e. runtime behaviors, installation characteristics, and user licensing agreements, with a version-specific product key. Rather, the Leovac secure hash algorithm provides a secure method for distributing keys to ordering customers. Applicant traverses this rejection because the Leovac reference does not teach or suggest the use of a lookup table to associate distinct product keys with version-specific runtime and installation behaviors and version-specific licensing agreements.

In addition to claim 1, independent claims 10 (“a lookup table in a file on the data storage disc, the lookup table identifying a different product key with each different version of the software application on the data storage disc”), 19 (“a lookup table that associates each different software product with a different product code, a distinct set of installation and runtime behaviors, and different entitlement information”), 30 (“a lookup table that associates the distinct product key with the distinct runtime behaviors and the distinct installation characteristics for each different version of the software application”), 42 (“a lookup table that associates each version of the software application with a different product key”), 49 (“a lookup table in a file on the at least one data storage disc, the lookup table associating a different product key with each one of the versions on the data storage disc”), and 58 (“wherein the SKU file includes a lookup table, and wherein the lookup table identifies a different product key with each of the versions of the software application”) contain language requiring the use of lookup tables to associate identifiers with the particular software versions to be installed; such as package markings, product keys, runtime behaviors, installation characteristics, entitlement information, and end-user licensing agreements. For at least the reasons cited above, independent claims 1, 10, 19, 30,

42, 49, and 58, and those claims depending from them, should be allowable over both Leovac and Hargrove.

**Conclusion**

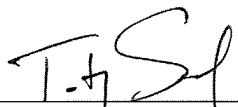
This Supplemental Amendment is intended to supplement the Applicant's Response to the April 6, 2007 Office Action, mailed on August 6, 2007. It is believed that no further fees are due with this Response. However, the Commissioner is hereby authorized to charge any deficiencies or credit any overpayment with respect to this patent application to deposit account number 13-2725.

In light of the above remarks and amendments, it is believed that the application is now in condition for allowance and such action is respectfully requested. Should any additional issues need to be resolved, the Examiner is requested to telephone the undersigned to attempt to resolve those issues.

Respectfully submitted,

9/24/07  
\_\_\_\_\_  
Date



  
\_\_\_\_\_  
Timothy B. Scull, Reg. No. 42,137  
Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903  
(303) 357-1648  
(303) 357-1671 (fax)